NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE v.5

PAID UP OIL AND GAS LEASE (No Surface Use)

THIS LEASE AGREEMENT is made this $\underline{-18}$ day of $\underline{-}$ JUNE , 2008, by and between <u>HARVEY AVENUE BAPTIST CHURCH INC, A</u> TEXAS CORPORATION whose addresss is 1257 E.HARVEY AVENUE FORTWORTH TEXAS 76104

as Lessor, and, DALE PROPERTY SERVICES, L.L.C. 2100 Ross Avenue, Suite 1870 Dallas Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following

described land, hereinafter called leased premises:

ACRES OF LAND, MORE OR LESS, BEING LOT(S) 25 and 26, BLOCK 10 OUT OF THE HIGHLAND PARK ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 310, PAGE 60, PLAT RECORDS, TARRANT COUNTY, TEXAS

in the County of Tarrant, State of TEXAS, containing .298 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term 'gas' as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of FOUR (4) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty -Five (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be Twenty-Five (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shutin or production there from is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall

Lessee, provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut, in royally shall render Lessee lable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royally shall render Lessee lable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royally shall render Lessee shall be properly and the control of the co

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalites and shul-in royalites payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Leason's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

B. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise hansferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successurs and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event or the feath of any person entitled to shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest horeunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and fallure of the transferse to satisfy such obligations with respect to the transferred interest and for its each the dights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferred in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or kones there 0. The interest of sillier Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the

If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced

in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the teased premises or lands pooled or untilized herewith, in 10. In explaining for, developing, producing and marketing oil, gas and other substances covered netreby off the leased premises of sindles of unitable of eleased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or thinds production of the lesses and (b) to any except water from Lessor's wais or ponds. In exploring, developing, producing or marketing from the leased premises or failts pooled the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (h) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Leasor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located tess than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures,

how at the lease premises at such other lattis, and to continer and growing drips interest. Lease a state how the latting the lease of premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lease's indigations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, materials. water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, salvatage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's

control, this lease shall not terminate hocause of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof.

Lessee shall not be liable for breach of any express or implied coverants of this tease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this tease, receives a bona tide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this tease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this tease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered

expiration of this leader, bestor hereby agrees to hothy Leasee in writing or said other mineraturely, including in the motice, that have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No filigation shall be initiated by Leason with respect to any breach or default by Leasee hereunder, for a period of at least 90 days after Leason has given Leasee written notice fully describing the breach or default, and then only if Leasee talls to remedy the breach or default, within such period. In the event the matter is triggeted and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeitled or canceled in whole or in part unless Leasee is given a reasonable time after said judicial determination to conside the breach or default and Lease talls to the

time after said judicial determination to remedy the breach or default and Lessee tails to do so.

JARWIN N. SCOTT Morary Public, State of Texas My Commission Expires

October 31, 2010

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the lessed premises for the placement of well bores (along routes selected by Lessee) from all or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the lessed premises or tands pooled therewith and from which Lessor shall have no right to royally or other benefit. Such subsurface well hore easements shall run with the land and survive any termination of this lease.

16. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee's uption may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-or royalties otherwise psychile to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

Notwithstanding anything contained to the contrary in this lease, I essee shall not have any rights to use the surface of the leased premises for drilling or other pperations

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without dureas or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will suck to after the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessorsfull and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's helfs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.
LESSOR (WHETHER ONE OR WORE)
Il Layers-Poster Chry Truster
By R. J. Rosges, Postor, Harvey River Rivery Avenue Baptist CHurch, By Roderick Overton, Trustee, Harvey Avenue Baptist Church, A Texas Corporation By Roderick Overton, Trustee, Harvey Avenue Baptist Church, A Texas Corporation By Lea Williams Jr. By Roderick Overton, Trustee, Harvey Avenue Baptist Church, A Texas Corporation By Lea Williams Jr. A Texas Corporation Connection Connection of the Connectio
By Roderick Overtin, Vivstee, Harvey Avery By Leo Williams Jr. Trustee, Harvey Avenue Burk STATE OF Texas A EXES CONSULTER KNOWLEDGMENT Congression Congression
STATE OF TRACES
COUNTY OF Tarrent This instrument was acknowledged before me on the 18 day of Torre 2008, by: R. L. Rogers, 195101, Horvey Avenue Baptist Cherch, A Texas Corporation
JARWIN N. SCOTT
Wery Public, State of Texas Notary Public, State of Notary's name (printed): Notary's commission expires:
Totally's confination depices.
STATE OF TEXAS COUNTY OF TEXASE
COUNTY OF TANGLET This instrument was acknowledged heloro me on the 18 day of JUNE 2000, by: Roderick Overtow, Trustee, Harvey Avenue Baptist Church, A Texas Curportin

Netary Public, State of Notary's name (printed):

Notary's commission explices

STATE OF Texas

COUNTY OF Tourset

This instrument was acknowledged before me on the by: Christ Public, State of Texas

ARMAN SCCT

AND CONTROLS OF Texas

COUNTY OF Tourset

COUNTY OF Tourset

This instrument was poknowledged before me on the tribs instrument was acknowledged before me on the tribs instrument w

Adding N. SCOR Surv Public State of Texas My Commission Expires Corlober 31, 2010



DALE RESOURCES 2100 ROSS AVE # 1870 LB 9

DALLAS

TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

Filed For Registration: 06/26/2008 06:44 AM

Instrument #: D208244936

LSE 4 PGS \$24.00

By:

D208244936

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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